

- ii. Assignment. The rights and liabilities of the parties hereto will bind and inure to the benefit of their respective assignees, successors, executors, and administrators, as the case may be.
- iii. Severability. If for any reason a court of competent jurisdiction or an arbitrator finds any provision of this User Agreement, or any portion thereof, to be unenforceable, that provision will be enforced to the maximum extent permissible and the remainder of this User Agreement will continue in full force and effect.
- iv. Complaints – California Residents: The Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814, or by telephone at 1-916-445-1254.
- v. No Waiver. No waiver or action made by the Publisher shall be deemed a waiver of any subsequent default of the same provision of this User Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this User Agreement.
- vi. Headings. All headings are solely for the convenience of reference and shall not affect the meaning, construction or effect of this User Agreement.
- vii. Complete Agreement. This User Agreement constitutes the entire agreement between the parties with respect to Your access and use of the Site and the Materials contained therein, and your Membership with the Site, and supersede and replace all prior understandings or agreements, written or oral, regarding such subject matter.
- viii. Other Jurisdictions. Publisher makes no representation that the Site or any of the Materials contained therein are appropriate or available for use in other locations, and access to them from territories where their content may be illegal or is otherwise prohibited. Those who choose to access the Site from such locations do on their own initiative and are solely responsible for determining compliance with all applicable local laws.

## Content posted on this website

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textual content (Comments/Replies). User Uploads and chat is collectively referred to as User-Submitted Content. You understand YouGotPosted does not guarantee any confidentiality with respect to any User-Submitted Content, and that any User-Submitted content is specifically intended to be viewed by any age-qualified person viewing the YouGotPosted site.

You shall be solely responsible for your own User-Submitted Content and the consequences of posting or publishing content. In connection with User-Submitted Content, you affirm, represent, and/or warrant that: you won or have the necessary licenses, rights, consents and permissions to use and authorize YouGotPosted to use all patent, trademark, trade secret, copyright, right to privacy, right to publicity, or other proprietary commercial or personal rights in and to any and all User-Submitted Content to enable inclusion and use of the User-Submitted Content in the manner contemplated by the YouGotPosted website and these Terms of Use.

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You understand and agree that YouGotPosted may delete any Content that in the sole judgment of YouGotPosted violates the Terms of Use or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of YouGotPosted, its employees, associates or users. YouGotPosted is not responsible for any failure or delay in removing such Content.

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YouGotPosted is not responsible for any User-Submitted Content that violates a community's norms or mores. YouGotPosted expects and demands that you comply with all federal, state, provincial and local laws when using the website and when submitting or posting Content to the website. If you are unsure whether or not Content will violate a law, you are urged to contact an attorney prior to posting the Content. YouGotPosted cannot enforce every jurisdiction's laws for all Content that is posted to this site. As such, YouGotPosted is not responsible for the User-Submitted Content of the website.

YouGotPosted and its administrators reserve the right (but not the obligation) in their sole discretion to refuse, delete, move or edit any and all Content that it deems is in violation of the law (including trademark and copyright law), or is abusive, defamatory, obscene or otherwise unacceptable, and you expressly agree that removal of any content by YouGotPosted is not to be construed as endorsement of any remaining content, and you expressly agree that you will never assert that YouGotPosted edits or amends any content for the purpose of establishing that YouGotPosted is a producer or author of any User-Submitted Content viewed via the YouGotPosted services.

You must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness, or lawfulness of such Content. In this regard you acknowledge that you may not rely on any Content created by YouGotPosted or User-Submitted Content transmitted to the website. You are responsible for all your Content that is uploaded, posted, emailed, transmitted or otherwise made available via the Service.

A partial list of content that is illegal or prohibited includes content that:

- Provides material that constitutes child pornography or which involves depictions of nudity or sexuality by an age-inappropriate-looking performer (i.e., someone who looks younger than 18, regardless of their actual age) or by a performer who is portrayed or otherwise made to appear as a person under the age of 18 by virtue of the script, make-up, demeanor, costuming, settings or props; This includes board posts or comments that talk about real life sexual accounts with underage individuals. This includes educational fictitious events;
- Exploits or solicits personal information from anyone under 18;
- Violates any national, federal, state, provincial or local laws, rules, regulations, or ordinances concerning obscenity;
- Provides material associated with rape or simulated rape;
- Harasses or invades the privacy of another person;
- Provides instructional information about illegal activities such as making or buying illegal weapons, violating someones privacy, or providing or creating computer viruses;
- Promotes an illegal or unauthorized copy of anothers copyrighted work, such as pirated computer programs or links to them, or providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- Involves transmission of junk mail, chain letters or unsolicited commercial email or spam;
- Promotes information you know is false, misleading or promotes illegal activity or conduct that is abusive, threatening, obscene, defamatory or libelous;
- Contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
- Includes any material not fully in compliance with United States Code, Title 18, Section 2257 et seq or any other applicable statutes, or laws of any other jurisdiction concerning depictions of sexually explicit conduct;
- Solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- Involves sending advertisements in chat or instant messaging messages;
- Engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes;
- Includes any file or data stream that contains viruses, worms, Trojan horses or any other destructive features.

You agree that YouGotPosted may review complaints about User-Submitted Content and take action upon such complaints at its

sole discretion.

You are solely responsible for any content you post and YouGotPosted will investigate and take legal action, in its sole discretion, against anyone who violates these Terms of Use, including removal of the offending post from the service and termination of your account. Please note that you may not permit any other person to use your account and that you must immediately inform us of any apparent breach of security, such as loss, theft or unauthorized disclosure or use of a username or password.

## Code of conduct

You agree that you will not post, or otherwise distribute or facilitate distribution of any Content that:

- a. is illegal, unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, tortious, or otherwise violates YouGotPosted's rules or policies;
- b. infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;
- c. constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- d. contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- e. contains information, material, or pictures of any person who is not both older than eighteen (18) years old and over the age of majority in such person's state, province, or country of residence; or
- f. that is otherwise prohibited on our Rules and Guidelines page.

You also agree that you will not:

- a. harvest or collect information about the users of this website;
- b. use such information for the purpose of transmitting or facilitating transmission of unsolicited bulk electronic e-mail or communications;
- c. knowingly solicit or collect personal information from a minor under eighteen (18) years of age;
- d. use any robot, spider, other automatic device, or manual process to monitor or copy our web pages or the content contained herein without our prior expressed written permission;
- e. use any device, software or routine to bypass or to interfere or